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January 9, 2015

VIA FAX: 713.714.1111

J. Steve Mostyn  
Mostyn Law Firm  
3810 W. Alabama Street  
Houston, Texas 77027

Re: Insured: Anita Cavazos  
Claim No: 53-108X-295  
Policy No: 83-LR-1582-6  
Date of Loss: March 29, 2012  
Location: 1706 Audrey Drive, Mission, Texas 78572

Civil Action No. 7:14-CV-00377; *Anita Cavazos v. State Farm Lloyds, Richard Freymann and Nathan Burris*; United States District Court, Southern District of Texas, McAllen Division

Dear Mr. Mostyn:

Please be advised that by this letter, State Farm Lloyds ("State Farm") demands appraisal of Claim No. 53-108X-295 under the referenced homeowners policy issued by State Farm. The Policy provides as follows:

**SECTION 1 - CONDITIONS**

**4. Appraisal.** If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set aside by appraisal. If either makes a written demand for appraisal, each shall select a competent, disinterested appraiser. Each shall notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report and an agreement

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to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.

State Farm requests appraisal of the amount of loss, stating separately the actual cash value and loss to each item. State Farm also requests appraisal of the full costs of repair or replacement of loss to such dwelling and/or other structure, without deduction for depreciation.

State Farm appoints appraiser Bryan Scanlan. Mr. Scanlan can be reached at:

Bryan Scanlan  
ICC Group – Insurance Claims Consultants Group, LLC  
2303 RR 620  
Suite 135-224  
Lakeway, Texas 78734  
Tel: (512) 576-4493  
Fax: (830) 331-1494  
[bryan@iccgrp.com](mailto:bryan@iccgrp.com)

By this request, State Farm does not waive any of the policy provisions, conditions, defenses, exclusions or limitations, and in fact, intends to rely on them throughout the appraisal process. The appraisal award will be subject to the Policy's provisions, conditions, exclusions and limitations.

We look forward to receiving notification of your selected appraiser.

Very truly yours,

  
Linda J. Burgess  
Counsel for State Farm Lloyds

cc: Ray R. Ortiz  
Jones, Andrews & Ortiz, PC